to a service provider computer system. The database further stores information that describes an installation process for installing the software update on a users computer.

In one embodiment, the network is an Internet and the network location provided in the software update information is specified by a URL. Thus, the update database does not store the software update themselves, but information that is used to access the software from computer systems of the original vendors. On each client computer, a client application periodically connects over the network to the update database of the service provider computer system. The client application automatically downloads a portion of the database to the client computer which is preferably to update a mirror of portions of the database. From the client database, the client application determines which software updates are applicable. This is preferably done by first determining the products that are installed in the client computer and determining for each of these whether there is an update available for a more recent version, for example. The software updates are identified to the user and the user selects various software updates for installing on a client computer. Either the client application or the service provider computer then uses the network location specified in the database to connect to the computer system of the software vendor and download the software update from there to the client computer. Once the installation is complete, such a stored state information is compressed and archived and identified as being associated with the software update to allow a client to undo the installation if desired. (See for example page 3, lines 14-48).

As to claim 1, the office action cites page 3, lines 14-48 as teaching all of the claim limitations except for the limitation of "providing update complete data, which is different from the updated data, under control of the third processing entity, for the second processing entity." It appears that the office action alleges that the first processing entity is a client computer, the

second processing entity is the service provider computer system that stores the database of software update information, and the third processing entity corresponds to the vendor computers that actually contain the software to be retrieved by the client or first processing entity.

The Venkatesan reference has been cited as teaching what Cheng fails to disclose. In particular, column 14, line 48 through column 15, line 15 of the Venkatesan reference has been cited as allegedly teaching providing update complete data which is different from the updated data, under control of a third processing entity, for a second processing entity. The Venkatesan reference is directed to a technique for producing privately authenticatable cryptographic signatures and for authenticating such signatures. However, it appears that the entity sending and receiving information in the Venkatesan reference is distinctly different from that taught in the Cheng reference and as such, the combination of reference does not render the Applicant's claim obvious.

For example, Venkatesan teaches that if a client computer establishes an Internet connection to the website of the manufacturer, the third processing entity, that a web server could generate an installation number and download that number for storage on to the client computer. This installation number is then used by the third party to uniquely and securely identify the installation when the first party accesses the third processing entity. In contrast, the claim requires that the update complete data is for <u>the second processing entity</u> and not for the third processing entity. In other words, the Venkatesan reference would have the client computer provide update complete data for the manufacturer or third processing entity whereas the claim requires that the update complete data is for the entity that the first processing entity detected that there was a need to update data. Such a system is not taught in the references alone or in

combination. As such, Applicant respectfully submits that the claim is in condition for allowance.

As to claim 7, this claim requires, among other things, that the data includes certificate data and determining whether a certificate update should occur for the first processing entity based on whether cookies have been received by the first processing entity from the second and third processing entities. The office action cites Venkatesan and Cheng. However, the cited portions do not appear to teach the use of cookies from both entities as claimed nor the determination that the certificate is to be updated and as such, this claim is also in condition for allowance.

Claim 12 is also allowable for the reasons noted above with respect to claim 1.

As to claim 14, Applicant respectfully reasserts the relevant remarks made above with respect to claim 1 and those with respect to claim 7 and as such, this claim is also in condition for allowance.
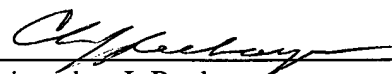
As to claim 20, Applicant respectfully submits that it does not appear that the claim language has been addressed in the office action. For example, the claim requires a web browser and web certificate update controller and other structure that operates as claimed. Applicant is unable to find in the office action where this set of language is allegedly taught in the references. Accordingly, the claim is believed to be in condition for allowance.

The other dependent claims also add additional novel and non-obvious subject matter.

In view of the above, Applicant respectfully submits that the claims are in condition for allowance and that a timely Notice of Allowance be issued in this case. The Examiner is invited to contact the below-listed attorney if the Examiner believes that a telephone conference will advance the prosecution of this application.

Respectfully submitted,

Date: _May 1, 2008_

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